



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

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(213) 974-1101
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DAVID E. JANSSEN
Chief Administrative Officer

May 29, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE COUNTY OF
LOS ANGELES AND THE ROWLAND UNIFIED SCHOOL DISTRICT FOR THE
NOGALES HIGH SCHOOL AFTER SCHOOL LEARNING CENTER PROGRAM
(SUPERVISORIAL DISTRICT 1) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman of the Board of Supervisors to execute Amendment No. 1 to the Agreement, dated June 10, 2003, between the Rowland Unified School District and the County of Los Angeles, to extend the term of the Agreement until June 30, 2008, to provide for continuation of the Nogales High School After School Learning Center Program.
2. Authorize the Chief Administrative Officer to extend the term on a month-to-month basis for up to 12 additional calendar months, provided funding is available under the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On April 15, 2003, your Board adopted an Agreement between the County of Los Angeles (County) and the City of Industry (City) to provide funding (\$400,000) for the Nogales High School After School Learning Center Program (After School Program). The Chief Administrative Officer (CAO) was further authorized to execute an agreement between the Rowland Unified School District (RUSD) and the County allowing RUSD to operate the After School Program on behalf of the County, for a period consistent with the available funding (\$400,000) provided by the City.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

The Agreement for Conduct and Administration of the Nogales High School After School Learning Center Program (Agreement) was executed on June 10, 2003, for a 12-month period with three additional 12-month extensions. RUSD and County's Public Library (Public Library) have since been operating the After School Program, which provides family-oriented literacy and educational programs that benefit area youth and families residing in the unincorporated community of East Valinda.

The funding provided by the City has not been fully utilized by RUSD for the After School Program within the current Agreement period. Amendment No. 1 (Amendment) to the Agreement will grant an extension of the term until June 30, 2008, with the option to extend the term on a month-to-month basis for up to 12 additional calendar month periods provided funding is available under the agreement. The Amendment to the Agreement will enable RUSD's and Public Library's continued operation of the After School Program.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County of Los Angeles Strategic Plan Goal 6: Community Services. The continued operation of the After School Program will improve the quality of life for residents by providing family-oriented literacy and educational programs to benefit the youth and families in the unincorporated community of East Valinda.

FISCAL IMPACT/FINANCING

The Amendment to the Agreement will utilize the balance of funds received from the City currently held in a County trust account and reserved to allow for the continued operation of the After School Program in the unincorporated East Valinda community. There will be no net County cost impact to the County General Fund. RUSD will be pursuing ongoing funding for the program beyond the term of the Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement was executed between the County and RUSD on June 10, 2003, and the Amendment has been approved as to form by County Counsel.

Pursuant to Section 26227 of the California Government Code (GC), the County is authorized to contract with other public agencies to operate programs which the Board determines will serve public purposes. Section 23005 of the GC provides that the County may exercise its powers through the Board or through its designee acting under the authority of the Board. The Amendment to the Agreement will extend the performance

The Honorable Board of Supervisors
May 29, 2007
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period and extend the payment period based on an approved budget from Nogales High School and the Public Library. All other terms and conditions shall remain unchanged.

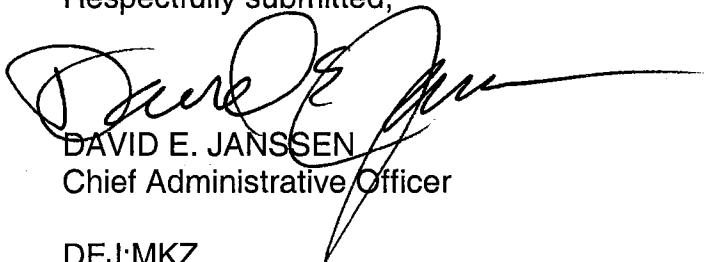
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Amendment to the Agreement will extend the availability of the Nogales High School Library After School Learning Center Program and enhance the level of services provided to youth and adults residing in the unincorporated community of East Valinda and other areas served by the Nogales High School.

CONCLUSION

At such time as the recommendations are approved by your Board, please return one copy of this letter and four signed originals of the Amendment to the Agreement to the CAO, Office of Unincorporated Area Services and Special Projects, and one copy of the letter and one original of the Amendment to the Agreement to the Auditor-Controller, Accounting Division.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer

DEJ:MKZ
DSP:SZD:dc

Attachment

c: County Counsel
Public Library
Rowland Unified School District
Nogales High School

AMENDMENT NO. 1

This Amendment No. 1, dated as of June ____, 2007 ("Amendment No. 1"), is by and between County of Los Angeles, a body corporate and politic ("County"), and Rowland Unified School District, a public school district of the State of California with administrative offices located at 1830 Nogales Street, Rowland Heights, California, 91748 ("District"), and amends that certain Agreement for Conduct and Administration of the Nogales High School After School Learning Center Program, dated as of June 10, 2003 (as amended, including, without limitation, by this Amendment No. 1, "Agreement"). Capitalized terms used herein without definition have the meanings given to such terms in the Agreement.

WHEREAS, County and District have entered into the Agreement to fund District's operation of the After School Program, subject to the terms and conditions of the Agreement; and

WHEREAS, the Agreement is set to expire on June 10, 2007; and

WHEREAS, County has sufficient funding from its partnership agreement with the City of Industry to continue funding District's operation of the After School Program until at least June 30, 2008; and

WHEREAS, the parties desire to amend the Agreement to extend the term thereof until June 30, 2008, with the option to extend the term on a month-to-month basis for up to twelve (12) additional calendar month periods, to continue to fund District's operation of the After School Program, subject to the terms and conditions of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amendment No. 1 Effective Date: This Amendment No. 1 shall become effective as of the later of (a) June 10, 2007 or (b) the date on which an authorized representative of District, and County's Board of Supervisors has approved, this Amendment No. 1 (such date, "Amendment No. 1 Effective Date").
2. Amendment to Agreement: As of the date of the Amendment No. 1 Effective Date, the Agreement is amended as follows:
 - (a) To delete the text of Section 3 (Period of Performance) of the Agreement in its entirety and to replace it with the following:

"3. PERFORMANCE PERIOD

This Agreement shall be effective on the date executed by COUNTY until June 30, 2008. Provided that available funding remains under this Agreement, this Agreement may be extended on a month-to-month basis for up to twelve (12) additional calendar months, upon mutual agreement between COUNTY and DISTRICT. Each extension shall be evidenced in writing, signed by both parties, and executed no less than ten (10) calendar days prior to the commencement of each calendar month of the extension period. The CAO has the authority to sign extensions for COUNTY."

- (a) To delete the first and second paragraphs of Section 5 (Agreement Funding) of the Agreement and replace them with the following:

"Available funding for the After School Program is **Four Hundred Thousand Dollars (\$400,000)**. DISTRICT and County of Los Angeles Public Library ("PUBLIC LIBRARY") shall be reimbursed from this funding by the COUNTY for administration and operation of the After School Program, as shown in Attachment A (Statement of Work). Funding for the entire term of this Agreement including all extensions shall not exceed **\$400,000**. DISTRICT acknowledges and agrees that once such available funding has been exhausted, COUNTY shall have no further obligation to provide funding for the After School Program, and DISTRICT shall be solely responsible for locating other funding sources.

DISTRICT shall develop a Program Budget for the After School Program for the initial 12-month period of the term of this Agreement. The program budget shall identify PUBLIC LIBRARY'S costs for services and shall take into consideration the funding that will be required for the program if all extensions are approved. The program budget shall be formatted substantially in the form provided in Attachment B."

- (b) To delete the last paragraph of Section 5 (Agreement Funding) of the Agreement and replace it with the following:

"Program Budgets for each 12-month period of the term of this Agreement following the initial 12-month period shall undergo a similar review and approval process as the initial Program Budget. DISTRICT shall submit budgets for

additional 12-month periods of the term of this Agreement to the CAO at least three (3) months prior to the expiration date of this Agreement."

3. Authorization Warranty: The person executing this Amendment No. 1 on behalf of District is an authorized agent who has actual authority to bind District to each and every term, condition, and obligation of this Amendment No. 1 and that all requirements of District have been fulfilled to provide such actual authority.
4. Counterparts: This Amendment No. 1 may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one in the same document.
5. Governing Law: This Amendment No. 1 shall be governed by, and construed in accordance with, the laws of the State of California.
6. Effect on Agreement: This Amendment No. 1 only modifies the Agreement to the extent expressly set forth herein. All terms and conditions of the Agreement, as amended this Amendment No. 1, shall remain in full force and effect and are hereby reaffirmed.

* * *

IN WITNESS WHEREOF, District has executed this Amendment No. 1, or caused it to be duly executed and County, by order of its Board of Supervisors, has caused this Amendment No. 1 to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

DISTRICT:
ROWLAND UNIFIED SCHOOL DISTRICT

By Maria G. Ott

Maria G. Ott, Ph.D.

Name
Superintendent of Schools
Title

COUNTY:
COUNTY OF LOS ANGELES



ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By [Signature]

By [Signature]
Chairman, Board of Supervisors

I hereby certify that pursuant to
Section 25105 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy

APPROVED AS TO FORM:
BY COUNTY COUNSEL

RAYMOND G. FORTNER, JR.

By [Signature]
Amanda M. L. Druker
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

21

MAY 29 2007

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

EXHIBIT B

District Budget FY 07-08

| Payroll Title | S&EB Rate | July | August | September | October | November | December | January | February | March | April | May | June | Total |
|-------------------------------|-----------|------------|-------------------|-------------|-------------------|-------------|-------------------|-------------|-------------------|-------------|-------------------|-------------|-------------------|--------------------|
| Librarian | \$50.00 | 88 | \$4,400.00 | 88 | \$4,400.00 | 88 | \$4,400.00 | 88 | \$4,400.00 | 88 | \$4,400.00 | 88 | \$4,400.00 | \$48,400.00 |
| Computer Technician | \$20.00 | 88 | 1,760.00 | 88 | 1,760.00 | 88 | 1,760.00 | 88 | 1,760.00 | 88 | 1,760.00 | 88 | 1,760.00 | \$19,360.00 |
| Library Aide | \$20.00 | 88 | 1,760.00 | 88 | 1,760.00 | 88 | 1,760.00 | 88 | 1,760.00 | 88 | 1,760.00 | 88 | 1,760.00 | \$19,360.00 |
| Accountant | \$30.00 | 8 | 240.00 | 8 | 240.00 | 8 | 240.00 | 8 | 240.00 | 8 | 240.00 | 8 | 240.00 | \$2,880.00 |
| Total Salaries and BEs | | 272 | \$8,160.00 | 272 | \$8,160.00 | 272 | \$8,160.00 | 272 | \$8,160.00 | 272 | \$8,160.00 | 272 | \$8,160.00 | \$90,000.00 |
| Services and Supplies | | | | | | | | | | | | | | |
| Library Supplies | | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Periodicals/Newsletters | | | 484 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 484 |
| Computer Supplies and Support | | | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 500 |
| Marketing and Outreach | | | 20 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 20 |
| Shelving | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total S&S | | | \$1,064 | \$50 | \$50 | \$50 | \$50 | \$50 | \$50 | \$50 | \$50 | \$50 | \$50 | \$1,823 |

\$91,823

TOTAL DISTRICT COSTS

County Public Library Budget

| Payroll Title | S&EB Rate | July | August | September | October | November | December | January | February | March | April | May | June | Total |
|-------------------------------|-----------|----------|---------------|------------|---------------|------------|---------------|------------|---------------|------------|---------------|------------|---------------|-------------------|
| Administration | | | | | | | | | | | | | | |
| Total Salaries and BEs | | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$1,000.00 |
| Services and Supplies | | | | | | | | | | | | | | |
| Books (Shipping and Handling) | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Library Programs and Supplies | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total S&S | | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,000.00 |

TOTAL PUBLIC LIBRARY COSTS

\$1,000.00

PROPOSED ANNUAL BUDGET

\$92,823

FY06-07 Carryover Estimate

Est. FY07-08 Balance

| | | | |
|-----------------------------|-----------|-------------------------|-----------|
| Reimbursement#1 | \$9,806 | Existing Balance (4/7) | \$209,783 |
| Reimbursement#2 | \$18,416 | FY06-07 Expend | \$77,360 |
| Reimbursement#3 | \$22,024 | Avail Balance for 07-08 | \$132,423 |
| Est. Reimbursement#4 | \$25,000 | Propose FY07-08 Budget | \$92,823 |
| Total District Expend | \$75,246 | Est Balance for FY07-08 | \$39,600 |
| Public Library Expend | \$2,103 | | |
| Reimbursement #1 | \$11 | | |
| Reimbursement #2 | \$2,114 | | |
| Total County Expend | \$77,360 | | |
| FY06-07 Expend | \$115,960 | | |
| FY 06-07 Budget | | | |
| Estimated FY06-07 Carryover | \$38,600 | | |